

RESOLUTION NO. 2020-14

A RESOLUTION OF THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA; AUTHORIZING THE MAYOR TO EXECUTE THE ENGAGEMENT LETTER AGREEMENT FOR INTERIM VILLAGE ATTORNEY BETWEEN FOX ROTHSCHILD, LLP AND THE VILLAGE OF BISCAYNE PARK FOR PROFESSIONAL LEGAL SERVICES AND EXPEND BUDGETED FUNDS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 3.02 of the Village of Biscayne Park Charter, the Village Commission shall appoint an attorney licensed to practice law in the State of Florida to serve as the Village Attorney; and,

WHEREAS, the Village Commission publicly appointed Mr. John R. Herin Jr. with the law firm of Fox Rothschild LLP at the Regular Commission meeting of February 4, 2020 to serve as the Interim Village Attorney; and,

WHEREAS, the Village Commission at the same Regular Commission Meeting of February 04, 2020, waived the 30-day notice requirement for the previous Village Attorney, Rebecca Rodriguez of GrayRobinson P.A., which submitted its resignation to the Village Commission by letter dated January 29, 2020.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE COMMISSION OF THE VILLAGE OF BISCAYNE PARK, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Village Commission of the Village of Biscayne Park hereby approves the engagement letter between the law firm of Fox Rothschild LLP and the Village of Biscayne Park for Interim Village Attorney substantially in the form attached as Exhibit 1 ("Engagement Letter"), and incorporated by reference into this Resolution. The Village Commission authorizes the Mayor to execute the Engagement Letter and expend budgeted funds on behalf of the Village.

Section 3. This Resolution ratifies the actions taken by the Village Commission at its February 4, 2020 Regular Commission meeting and February 11, 2020, Special Call Commission Meeting.

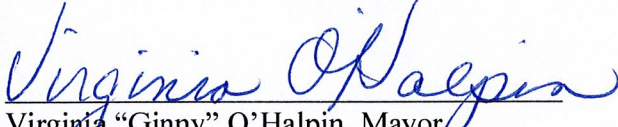
Section 4. This Resolution shall become effective upon adoption.

PASSED AND ADOPTED this 3rd day of March, 2020.

The foregoing Resolution was offered by Mayor O'Halpin, who moved its adoption. The motion was seconded by Commissioner Samaria, and upon being put to a vote the vote was as follows:

Virginia "Ginny" O'Halpin, Mayor	Yes
William Tudor, Vice Mayor	Yes
Macdonald "Mac" Kennedy, Commissioner	Yes
Roxanna "Rox" Ross, Commissioner	Yes
Dan Samaria, Commissioner	Yes


VILLAGE OF BISCAYNE PARK


Virginia "Ginny" O'Halpin, Mayor

ATTEST:


Roseann Prado, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF BISCAYNE PARK ONLY:


John R. Herin, Jr., Interim Village Attorney



Fox Rothschild LLP
ATTORNEYS AT LAW

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JOHN R. HERIN, JR.
DIRECT DIAL: 786- 501-7377
EMAIL ADDRESS: JHerin@foxrothschild.com

February 5, 2020

David Hernandez
Interim Village Manager
Village of Biscayne Park
600 NE 114th Street
Biscayne Park, FL 33161

Re: Fox Rothschild LLP Engagement Letter

Dear Mr. Hernandez:

This letter will confirm that the Village of Biscayne Park, acting through its duly elected Village Commission ("Client") has retained Fox Rothschild LLP ("Firm") to represent Client in connection with the matter described below. The Engagement Letter ("Letter"), along with the attached Standard Terms of Engagement ("Standard Terms"), comprise the Engagement Agreement ("Agreement") between Client and the Firm and explain the terms under which the Firm will provide legal services to Client in this matter (The Standard Terms are attached hereto and incorporated by reference as Exhibit 1).

Scope of Work. Client has engaged the Firm to serve as the Interim Village Attorney as provided for in Section 3.02 of the Village Charter ("Engagement").

Identity of Client. The Firm's only client in the Engagement is the party identified as Client in the first paragraph of this Letter. Except as provided for in the Village Charter and applicable state law, the Engagement is not an agreement to represent any of Client's affiliates, subsidiaries, parents or related individuals, officers, directors, partners, members, shareholders, employees, independent contractors or agents (collectively, "Affiliates") unless the Firm has specifically agreed to do so in writing. Client agrees that the Firm's representation of Client in the Engagement does not give rise to an attorney-client relationship between the Firm and any of Client's Affiliates. Further, unless prohibited by applicable Florida Bar rules, the Firm's representation of Client in the Engagement will not give rise to any conflict of interest in the event other clients of the Firm are adverse to any of Client's Affiliates.

A Pennsylvania Limited Liability Partnership

California	Colorado	Connecticut	Delaware	District of Columbia	Florida	Illinois
Minnesota	Nevada	New Jersey	New York	Pennsylvania	Texas	Washington



Fox Rothschild LLP
ATTORNEYS AT LAW

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Interim Village Manager
Village of Biscayne Park
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Client has agreed that the Village Manager (Interim or otherwise) will be the contact person ("Contact") for Client throughout the duration of the Engagement and that all Invoices should be sent to Contact for processing and payment.

Fees and Billing. The Firm's minimum fee will be determined by the amount of time spent on the Engagement multiplied by the applicable hourly billing rates. Each of the Firm's billing professionals and other personnel are assigned an hourly rate that reflects that person's experience, skills, reputation, and ability, as well as prevailing market demand. The Firm's billing rates currently range from \$235 to \$965 per hour for lawyers and from \$140 to \$425 per hour for paralegals. All dollar amounts reflected in the Agreement are in United States Dollars. The Firm's time will be recorded in increments of rounded tenths of an hour, with one-tenth (0.1) being the minimum for any activity. The following attorneys and, if applicable, paralegals, will be working on the Engagement at the indicated hourly rates:

John R. Herin, Jr. (\$225)

The Firm reserves the right to revise the staffing of the Engagement as it deems efficient. If, at any time, Client has any questions concerning the staffing of the Engagement, please contact me immediately. The Firm's billing rates are adjusted from time to time, generally once a year, usually in June, to reflect then current levels of legal experience, changes in overhead costs, market conditions or other appropriate considerations.

The Firm typically incurs costs in connection with the Engagement. These costs include postage, delivery charges, facsimile and photocopy charges, computerized legal research and related expenses, travel expenses including parking, mileage, meals and hotel costs, and use of outside service providers including printers or experts. In litigation matters, such expenses may also include filing fees, deposition costs, process servers, e-discovery costs and technician time, court reporters and witness fees. Client agrees to reimburse the Firm for any costs and expenses incurred in the course of the Engagement. If the Firm anticipates that substantial expenses will be incurred on Client's behalf, the Firm will advise Client and the Firm may request that Client pay these expenses directly.

The Firm will issue regular Invoices that detail the fees and costs incurred in the Engagement ("Invoices"), usually on a monthly basis. The time charged will include all time the Firm devotes to the Engagement.

Payment is due within thirty (30) days from the date of Invoices. Unpaid Invoices will accrue interest at the maximum rate permitted by applicable laws. If an Invoice is not timely paid, the Firm may withdraw from the Engagement. If necessary, the Firm shall file a motion with the court to withdraw as counsel in the Engagement and Client shall not oppose said motion.



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Although the Firm attempts to capture all fees charged and disbursements made on Client's behalf through the closing date set forth in each Invoice, there may be fees or charges for a particular time period that will not appear on certain Invoices. Any such fees or charges will appear on subsequent Invoices.

No individual except the Firmwide Managing Partner, or his/her designee, has the authority to modify the Invoices submitted to Client.

Security for Financial Obligations. Florida law provides the Firm with the right to impose a lien upon and retain, as security for payment of the Firm's Invoices, all documents, money and other intangibles and materials coming into the Firm's possession (except to the extent that such a lien on funds, deposited with the Firm in its client trust account, is prohibited). Additionally, the Firm can acquire a lien, to the extent permitted by law, on all judgments, awards, damages or other settlement, compromise, or court award then or thereafter obtained or achieved on Client's behalf in the Engagement, whether by the Client, by the Firm, or by any other attorneys who may succeed the Firm in the Engagement. These retaining and charging liens may be asserted by the Firm in such circumstances as the Firm believes to be necessary or appropriate.

No Retainer. No retainer is requested at this time. However, the Firm reserves the right to request retainers in the future.

Prospective Waiver. The Firm is a large law firm with many offices and represents many companies and individuals in numerous jurisdictions. It is possible that during the course of the Engagement another client will have a transaction with or a matter adverse to the Client unrelated to the Engagement or any subsequent engagement for the Client. Such matters may include, for example, a real estate transaction or land use matter, a bankruptcy matter, a financing matter, business counseling, corporate matter, a patent or intellectual property matter, or a labor and employment matter. This will confirm that the Client agrees that the Firm may continue to represent or may undertake in the future to represent existing or new clients in such matters not substantially related to the Engagement, even if the interests of such clients in those other matters are directly adverse to the Client. We agree, however, that the Client's prospective consent to conflicting representations contained in this paragraph will not apply to any litigation matters. Furthermore, the Firm agrees not to use any proprietary or other confidential information of a non-public nature concerning the Client acquired by the Firm as a result of the Engagement, to the Client's material disadvantage in connection with any matter in which the Firm is adverse to the Client. Client may wish to consult with independent counsel regarding this advance waiver.

Similarly, new lawyers frequently join the Firm. These lawyers may have represented parties adverse to Client while employed by other law firms or organizations. The Firm assumes that,



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consistent with ethical standards, Client has no objection to the Firm's continuing representation of Client notwithstanding our lawyers' prior professional relationships.

Future Representation. If Client asks the Firm to take on an additional assignment in the future, Client and the Firm will reach a separate understanding covering that additional assignment, which understanding will be reflected in a separate writing, which may include e-mails.

Encryption of Electronic Email. We take data privacy very seriously. The Firm will first attempt to transmit all email to Client by means of the Transport Layer Security (TLS) protocol, which encrypts communications between Client's email server and the Firm's email server. Most major email providers support the TLS protocol, and it is considered a best practice in the security industry. If Client's email provider or server is not configured to receive communications sent with the TLS protocol, the Firm automatically will re-send those communications without using the TLS protocol and without any encryption during transmission. The Firm strongly recommends that Client send and receive email containing attorney-client privileged information, Personally Identifiable Information or Protected Health Information only by means of the TLS protocol. If Client is unable to receive email by means of the TLS protocol, please notify the undersigned and the Firm will use a third party service that will allow Client to retrieve its emails in a secure manner.

Conclusion. If Client has any questions about the Agreement, please contact me as soon as possible. Client may consult with separate counsel regarding this Agreement. This Agreement will take effect on the date when the Firm first performs legal services for Client.

We appreciate the opportunity and privilege to represent Client in the Engagement.

Sincerely,

John R. Herin, Jr.
For Fox Rothschild LLP
Enclosure



David Hernandez
Interim Village Manager
Village of Biscayne Park
February 7, 2020
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